REMARKS

Claim 1, 2, 5, 6, 9, 10, 11, 17, 22 and 23 has been amended. Claims 1-15 and 17-25 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Double Patenting Rejection:

The Office Action rejected claims 1, 11 and 23 under the judiciary created doctrine of obviousness-type double patenting as being unpatentable over claims 1, 11 and 26 of copending application No. 09/982,214. Should this rejection become non-provisional, Applicants will consider filing a terminal disclaimer or present reasons traversing the rejection.

Section 112, First and Section Paragraph, Rejections:

The Office Action rejected claim 7 under 35 U.S.C. § 112, first paragraph as failing to comply with the written description requirement. Applicants respectfully traverse this rejection. Specifically, the Examiner asserts that term "index information" is recited in claim 7, "without giving 'index information' a specific definition or relating it to a likely definition in the specification." However, Applicants submit that index information is well understood in the art and that one of ordinary skill in the art would be easily able to understand the phrase, "automatically mapping index information of a said first data format into said tag information of said second data format." Moreover, one of ordinary skill in the art could readily interpret the metes and bounds of claim 7 in its current form. Applicants also not that the term "index information" was part of the original claim language as filed. As such, the term "index information" constitutes part of Applicants' original written description and satisfies the written description requirement of 35 U.S.C. § 112, first paragraph. See M.P.E.P. 2163.I.A. Accordingly, Applicants respectfully request removal of the § 112 rejection of claim 7.

The Office Action also rejected claims 1-15 and 17-25 under 35 U.S.C. § 112, second paragraph as indefinite. Specifically, the Examiner argues that use of the term "suitable" in claims 1, 2, 11, 17 and 23 is a relative term rendering the claims indefinite. Similarly the Examiner argues that the term "substantially" in claims 6, 9 and 22 is a relative, rendering the claims indefinite. Claims 1, 2, 6, 9, 11, 17, 22, and 23 have been delete these terms.

Section 102(e) Rejection:

The Office Action rejected claims 1-9, 11-15, 17-21 and 23-25 under 35 U.S.C. § 102(e) as being anticipated by Rivera et al. (U.S. Publication 2002/0107699) (hereinafter "Rivera"). Applicants note that the present Examiner is the third Examiner assigned to this application and that both of the previous·Examiners noted that Rivera does not anticipate Applicant's claimed invention. The Examiner's reliance on Rivera under § 102 would appear to be an unwarranted delay in the prosecution of the present application given that Rivera clearly does not anticipate Applicants' claimed invention as noted by the previous Examiners and as further shown below.

Regarding claim 1, Rivera fails to disclose an applications content mapping module that is configured to <u>map the tags of a first data format to tags of a second data format</u> to determine data objects and attributes in a database corresponding to content in the second format. Rivera teaches a translation module that can translate a purchase order from its native format to a neutral format and then store the translated document in a document database. According to Riviera, the translation module accesses a database of format maps that define the process for translating documents from their native format into the neutral format. The Examiner cites paragraph [0053] of Rivera and argues that the use of Rivera's format maps is equivalent to mapping the tags of a first data format to tags of a second data format to determine data objects and attributes in a database corresponding to content in the second format. However, Rivera fails to expressly or inherently disclose, either at the Examiner cited passage or elsewhere, that the translation module is configured to map tags of the first format to tags of the second

(the neutral format in the Examiner's interpretation) to determine data objects and attributes in a database corresponding to content in the second format. Rivera only states that the translation module uses format maps, but fails to describe the content or format of the format maps and further fail to describe the translation process as including mapping tags of one format to tags of another format. There are numerous ways to translate a document from one format to another even when using format maps as taught by Rivera. Without some specific teaching by Rivera that his system includes mapping tags of one format to another, Rivera cannot be said to anticipate claim 1.

Additionally, Rivera does not describe determining data objects and attributes in a database corresponding to content in the second format. Instead, Rivera teaches, storing "the translated document in a document database." No mention is made of determining data objects and attributes.

Furthermore, Applicants respectfully disagree with the Examiner's assertion that "format maps use tags to perform this translation [in Rivera]." As noted above, Rivera does not mention the use of tags and certainly does not teach that the format maps use tags to perform the translation. The Examiner is clearly speculating about the details of Rivera's format maps. A format map does not require the use of tags.

Rivera also fails to disclose a database for <u>storing data descriptors</u> <u>describing the contents of the electronic purchase requisition applications</u>, the database further <u>storing data object and attributes</u> pertinent to the electronic purchase requisition applications content, as recited in claim 1. The Examiner cites claim 33 of Rivera. However, Rivera's claim 33 refers to a "document database configured to store the neutral format" of the document. Claim 33 does not mention anything regarding data descriptors describing contents, or about data objects and attributes. Claim 33 certainly does not mention where the tags of the first data format correspond to data object and attributes in the database. Additionally, Rivera repeatedly refers to storing the neutral format *of a document* in the document database (Rivera, paragraphs [0008] and [0053]). Rivera does not describe the document database as storing data object and attributes.

Moreover, Applicants respectfully disagree with the Examiner statement that "the databases of Rivera's system are capable of storing data descriptors or format maps and data objects and attributes." The databases of Rivera's system are only capable of storing data descriptors or format maps and data objects and attributes if they are designed to function in that manner. As noted above, Rivera does not describe the document database as storing data object and attributes. The Examiner is merely speculating as to the details of Rivera's system without citing any portion or teaching of Rivera to support the Examiner's contention. Without some clear and specific teaching by Rivera regarding storing data objects and attributes in a database, Rivera cannot be said to anticipate a database for storing data descriptors describing the contents of the electronic purchase requisition applications.

Furthermore, Rivera fails to disclose wherein <u>the tags of the first data format correspond to data objects and attributes in the database</u>, as recited in claim 1. As noted above, Rivera is silent regarding data objects and attributes. Rivera clearly teaches that his document database stores documents, not data objects and attributes. Additionally, Rivera makes no mention of tags of data formats. As noted above, the Examiner has speculatively inserted tags into Rivera's system and has further speculated that Rivera's use of tags (which Applicant's submit Rivera fails to teach) correspond to data object and attributes about which Rivera is equally silent.

In further regard to claim 1, Rivera also fails to disclose <u>selectively retrieving</u> one or more of the corresponding <u>data objects and attributes</u> according to a flag. The Examiner cites paragraphs [0057] and [0058] of Rivera. However, neither of these paragraphs, nor anywhere else in Rivera, mentions selecting retrieving data objects and attributes. Instead, Rivera teaches a document viewing module that uses format maps or style sheets to format documents for presentation to users. Rivera teaches that specified fields of a document may be filtered according to a format map, but does not mention retrieving data objects and attributes. Rivera does not provide any details regarding how his document viewing module applies the format maps to reformat or filter a document.

The Examiner has not cited any passage of Rivera supporting the contention that Rivera's formatting of documents includes selectively retrieving data objects and attributes. Additionally, the steps 325 and 330 referred to by the Examiner merely state, "Determine requestor's format requirements" and "Format data", respectively. Thus, these steps do not teach anything about selecting retrieving data objects and attributes.

Furthermore, Applicants respectfully disagree with the Examiner assertion that Rivera's data manager allows for displaying the content in any format and for filtering the format, through flags, to show or hide specific information. In contrast, Rivera teaches the use of style sheets for formatting and filtering documents. Style sheets are not flags.

Applicants remind the Examiner that anticipation requires the presence in a single prior art reference disclosure of <u>each and every limitation</u> of the claimed invention, <u>arranged as in the claim</u>. M.P.E.P 2131; *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The <u>identical</u> invention must be shown <u>in as complete detail</u> as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). As discussed above, Rivera fails to disclose an applications content mapping module that is configured to map the tags of a first data format to tags of a second data format to determine data objects and attributes in a database corresponding to content in the second format. Rivera further fails to disclose a database for storing data descriptors describing the contents of the electronic purchase requisition applications, the database further storing data object and attributes pertinent to the electronic purchase requisition applications content, wherein the tags of the first data format correspond to data objects and attributes in the database. Therefore, Rivera clearly cannot be said to anticipate claim 1.

Thus, for at least the reasons above, the rejection of claim 1 is not supported by the cited art and removal thereof is respectfully requested. Similar remarks as made above regarding claim 1 also apply to independent claims 11, 17 and 23.

Regarding claim 3, Rivera fails to disclose an applications content configuration module extensible to include pre-defined data descriptors for the contents of the electronic purchasing requisition applications content. The Examiner cites paragraph [0036] of Rivera and refers to Rivera's edge adapters. However, Rivera teaches that the edge adaptors utilize different communications protocols, such as HTTPS, SCP, JMS, FTP, SMTP, etc. Rivera also states that new edge adapters could be developed to support Open Buying on the Internet (OBI). However, Rivera does not mention anything about edge adapters including pre-defined data descriptors for the contents of electronic purchasing requisition applications content. Instead, Rivera merely teaches that edge adapters allow trading partners to connect to the data manager.

Additionally, Applicants' respectfully disagree with the Examiner assertion that "the edge adapters in the data manager used to map documents from one format to another could include OBI standard data descriptors." Firstly, Rivera's edge adapters do not map documents from one format to another, but instead allow trading partners to connect using various communications protocols. As the Examiner states in the rejection of claim 1, Rivera's system includes a translation module that maps documents from one format to another. Furthermore, Rivera does not mention or describe that the edge adapters may include OBI standard data descriptors or any other sort of pre-defined data descriptors. The Examiner is (again) merely speculating regarding the details of Rivera's system.

Thus, for at least the reasons above, the rejection of claim 3 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 5, Rivera fails to disclose pre-defined *tag* information responsive to said second data format for enabling said applications content translation logic to retrieve associated data information describing the contents of said electronic purchase requisition applications content. The Examiner cites paragraph [0053] of Rivera, referring to Rivera's description of translating documents from their native format to a

neutral format. However, the Examiner's cited passage makes no reference to any pre-defined tag information or about tag information of any kind. The Examiner further argues, "the format maps would include pre-defined tag information to map one format to another." Applicants disagree. The Examiner has not cited any portion of Rivera to support the assumption that Rivera's format maps would include pre-defined tag information. Without some mention by Rivera regarding pre-defined tag information, the Examiner is (again) merely speculating regarding the details of Rivera's format maps. Such speculation on the Examiner's part is clearly improper, especially in a rejection based on anticipation. Thus, the rejection of claim 5 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 6, Rivera fails to disclose that the first data format of the electronic purchase requisition applications content is compliant with Extensible Markup Language (XML) content. The Examiner cites paragraph [0053] of Rivera, referring to Rivera's description of translating documents from their native format to a neutral format. However, the Examiner's cited passage makes no reference to the first data format (the native format) being compliant with XML. The Examiner further argues, "because the purchase requisition is translated from its native format to XML, the content is compliant with XML." Applicants disagree. The fact that the purchase requisition must be translated to be compliant with XML clearly indicates that the native format is not compliant with XML. If the native format were compliant with XML, there would be no need to translate it to XML. Thus, the Examiner's assertion actually supports Applicants' argument. Thus, the rejection of claim 6 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 8, the Examiner asserts that Rivera discloses wherein the applications content configuration module is an executable text file. Applicants respectfully disagree with the Examiner's interpretation of Rivera. The Examiner cites paragraph [0064] where Rivera makes a general statement that the components of his system can be implemented "in most any programming language" and "in various languages". The Examiner contends that this broad, boiler-plate statement discloses the

specific limitation of executable text files. However, Rivera fails to mention anything about executable text files. It is well settled law that the disclosure of a broad category or genus does not anticipate specific items or species within that category or genus. Without some suggestion that Rivera considered executable text files as suitable for his invention, the Examiner's reliance upon the phrase "most any programming language" is clearly improper. Furthermore, Applicants assert that it would be counter-intuitive to implement Rivera's system using executable text files. One skilled in the art would not consider implementing Rivera's system using executable text files based only upon the single passage cited by the Examiner. The rejection of claim 8 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 13, Rivera fails to disclose XML translation logic for translating tag information associated with the XML data of the first type into corresponding tag information of XML data of the second type. The Examiner cites paragraph [0008], where Rivera describes translating a purchase order to a neutral (XML) format. However, claim 13 requires both the pre-translation format and post-translation format of the data be in XML. Rivera only teaches that his neutral (post-translation) format is XML. In fact the entire point of Rivera's system is to translate purchase order from other formats into a neutral XML format. Thus, Rivera clearly fails to disclose translating data from one XML format to another XML format. The Examiner also argues, "the order information is line item data object and attribute information." However, Rivera fails to mention data object and attribute information. Nor has the Examiner cited any portion of Rivera that includes data object and attribute information. Without some teaching by Rivera regarding data object and attribute information, Rivera cannot be said to anticipate claim 13 and the Examiner is merely relying upon speculation regarding the details of Rivera's system. Thus, the rejection of claim 13 is not supported by the prior art and removal thereof is respectfully requested. Similar remarks apply to claim 19.

Section 103(a) Rejection:

The Office Action rejected claims 10 and 22 under 35 U.S.C. § 103(a) as being unpatentable over Rivera in view of Katz (U.S. Publication 2002/0174000). Applicants respectfully traverse this rejection for at least the reasons given above regarding their respective independent claims.

In regard to the rejections under both § 102 and § 103, Applicants also assert that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the rejection has been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.
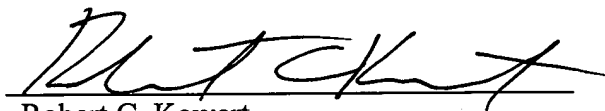
CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such an extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5681-90100/RCK.

Also enclosed herewith are the following items:

☒ Return Receipt Postcard

☐ Petition for Extension of Time

☐ Notice of Change of Address

☐ Fee Authorization Form authorizing a deposit account debit in the amount of $ for fees (   ).

☐ Other:

Respectfully submitted,

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Date: July 15, 2005